

4 April 1975

MEMORANDUM FOR: CIA Component Administration Offices in Key Building, Rosslyn
FROM : Agency Employees Using Key Building Parking Facilities
SUBJECT : Petition Seeking Relief From Key Building Parking Fee Increase(s)

The undersigned hereby protest the announced 20% increase (to \$360/yr.) in the Key Building Parking Fee, due to become effective 1 May 1975, as both discriminatory and unjustified for the following reasons:

(1) We have been and continue to be discriminated against as compared with Agency employees working at Langley Headquarters, who are provided free parking and therefore already end each year with \$300 more usable income (at the same grade/step levels) than we who must pay for our own parking in Key Bldg! And those among us who decline to pay so much must still run the added risk of unprotected parking on local area sidestreets.

(2) We have been observing for some time now the dwindling use of Key Bldg parking facilities and strongly suspect that we are now being asked to make up that difference in reduced income for Charles E. Smith Companies (CESC).

We have also observed the recent installation of additional "upstairs" facilities which we feel no obligation to help pay for through parking fee increases.

(3) Since there are no apparent special garage services or attendants, or other building maintenance personnel solely responsible for supervision of the parking garage, we must assume that the parking fee increase comes as a result of some increase in the management's operating expenses for the building as a whole. Therefore, we feel that the lessee (Agency), rather than a couple hundred Agency employees using the parking garage, should be the major contributor of any such increased building operating expenses if, as we suspect, this constitutes a major excuse for the proposed parking fee increase.

(4) Lacking specific knowledge of the privileges, restrictions, and monetary terms of the Agency's lease contract with CESC, we tend to view this situation as one in which the Agency is actually condoning, if not in fact encouraging, CESC to oblige Agency employees -- the majority occupants of Key Bldg -- to subsidize and/or supplement the Agency's rental outlay for Key Bldg. Since we also lack knowledge of the terms of such contracts between CESC and other corporate occupants of Key Bldg, neither do we have any basis for concrete comparison of our situation vis-a-vis theirs.

In view of the above and of the new Freedom of Information Act, we feel entitled to (but are not yet asking for) a FULL disclosure of such terms of the Agency's lease with CESC as: what it costs, what it entitles the Agency to, when and under what negotiating conditions it is renewable, and how it compares with the leases held by other corporate occupants of Key Bldg.

We therefore seek through the Agency -- as primarily responsible for our being thus obliged to divert so much of our salaries in the first place -- some form of relief from the prospect of further such penalties at the hands of CESC, and we believe that, if nothing more, we are at least entitled to be made FULLY aware of whatever justification may be claimed for such increase(s) in parking fees.

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... the circulation of the signature copy on its way!

1. The petition addressed to CIA component administrative officers in Key Building, protesting the Lessor's planned parking rate increase, has been referred to the undersigned for comment. The purpose of this memo is to explain U.S. Government policy on providing cost-free parking in General Services Administration (GSA) leased buildings in the Metropolitan Washington area, to respond to specific issues concerning the Key Building, and to provide clarifying information concerning the Key Building lease.

2. The Agency's management has always been acutely aware of obvious inequities in parking facilities for our employees located in the Rosslyn area. There is a long history of unsuccessful attempts to alleviate the financial burden the Rosslyn area employees suffer as a result of parking fees. We recognize that there is little solace in knowing that other Federal employees working in the District of Columbia suffer even more serious financial burdens in that they are required to pay parking fees costing, in many cases, double that of the Rosslyn area. Although Agency management remains sympathetic and sensitive to the financial burden our Rosslyn area employees must bear in paying for commercial parking, U.S. Government policy on employee parking in leased buildings does not allow unilateral action by individual Federal agencies to provide relief in this area. Paragraph 3 below outlines the conditions under which GSA may lease parking facilities for Federal employees. We would like to reassure all employees that CIA has fully explored all the stipulated conditions and has been unable to provide the required justification that would permit GSA lease of employee parking facilities in Rosslyn.

3. U.S. GOVERNMENT POLICY ON EMPLOYEE PARKING IN LEASED BUILDINGS:

GSA, being the official U.S. Government housekeeper and landlord, negotiates the lease with the Lessor. Generally, GSA does not have authority to lease parking facilities for Federal employees. However, under certain conditions and circumstances, parking may be leased by GSA in connection with the leasing of space to be assigned to Federal agencies. Some of the conditions under which parking may be leased by GSA and furnished to employees are as follows:

a. Where an analysis of alternate offers received from a prospective Lessor in response to an Invitation for Bids or a Solicitation for Offers shows that the amount of the offer, including the specified employee parking, is not greater than the offer without parking. (This was the case in the lease of the 25X1A6a [REDACTED] area and in our initial lease at 1000 North Glebe, the Broyhill Building.)

b. Where local ordinances or zoning laws require a building to provide off-street parking for tenants and visitors to the building, and such ordinances or laws require, in effect, that the cost of parking be included in the rental for the office space.

c. In 1970, GSA, acting on the Comptroller General's favorable decision to provide (under certain circumstances) parking facilities for Federal employees, circulated a draft amendment of the Federal Property Management Regulations which would, in effect, liberalize regulations concerning parking facilities for

privately owned vehicles of Federal employees. However, GSA

advised the Administrator, GSA, that, since there was no overall Executive Branch policy to guide agencies in this matter, GSA was to withhold action on agency requests for cost-free employee parking until a Government-wide policy was established. The effect of this OMB letter was to impose a general Government-wide freeze on providing parking facilities for employees of the Federal agencies.

← Exceptions to the freeze can be made only when the head of a Federal department or agency certifies that facilities must be provided by the Government in order to avoid significant impairment to the operating efficiency of the requesting agency. →

~~[To be used at option of DD/A: In 1970, the DCI was~~
prepared to provide GSA with the necessary certification to obtain a waiver from the Government-wide parking freeze, provided the waiver could be granted and leases negotiated for parking facilities in the Rosslyn area without publicity to the Agency. In this regard, the DCI did not want to be the first agency head to request a waiver to the parking freeze, thereby focussing press attention on what might be misinterpreted as "special benefits" for Agency employees. Since it was determined that we could not assure the DCI that we could obtain this waiver and subsequently lease parking for our Rosslyn employees without considerable

-4-

publicity, it was determined not to proceed to seek this special waiver. (For the DD/A: We assume that the DCI does ~~not~~ desire to pursue this today for the same reasons.)]

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A recent check with GSA on 21 April 1975 confirms the fact that the freeze on parking leases is still in effect and that there has never been a case where a Federal agency has successfully justified an exception to the Government-wide freeze on providing parking facilities for employees.

4. Where the Government leasing of parking facilities for Federal employees cannot be justified, lease negotiations are directed toward including a provision in the lease that a specified number of parking spaces will be made available by the Lessor for Federal employees at a stated monthly rate to be determined by the Lessor. In Arlington County, where the Key, Magazine, and Ames Buildings are located, the local codes specify the number of parking spaces to be provided in or adjacent to a building. The number of spaces depends upon the number of spaces or net square feet contained in the building. The Lessor, as a minimum, shall make available for lease to the Federal employees who will work in the building, a share of the total parking space.

5. With regard to some of the specific points raised in the petition, it should be noted that the parking areas in Rosslyn area leased buildings, except for official parking spaces which are included in the lease, are owned and under the control of the Lessor. The rates for parking in the

-5-

Key Building are set by Charles E. Smith Company (CESC) and are not controlled by GSA or the Agency. ~~The rates set by CESC are controlled by the open market conditions.~~ A survey of GSA-leased buildings in the area discloses the following parking rates per month:

Key Building, after 1 May 1975		\$30
Ames Building	\$20 -	\$25
Magazine Building	\$22.50 -	\$30
Pomponio Plaza	\$30 -	\$35
Architect Building	\$25 -	\$30
Pomponio Plaza East	\$25 -	\$30
Commonwealth Building	\$30 -	\$35
Nash Street Building, after 1 May 1975 (Foreign Service)	\$33 -	\$36

The smaller rates are changed for small cars and less desirable spaces. A spokesman for CESC states, "The rates for parking in the Key Building have not been increased since 1968. The cost of electricity for lighting the garage, labor for cleaning and maintaining the garage, and the real estate taxes have increased drastically." ~~The projected increase in the Key Building rates does not appear to be out of proportion to rates charged in other buildings.~~

6. The petition suggests that the Agency is the "fee collecting intermediary" in parking transactions. While it is true that administrative offices of many components provide a collecting and payment service for its employees,

that service is provided as a personal convenience ^{to our employees} ~~only~~ and is not an official responsibility of those offices. From the standpoint of saving employee time in making parking rental payments, it is a worthwhile service but does not preclude an employee's handling his own transactions with the Lessor as many continue to do.

7. Each of our outlying buildings has a certain number of "official parking" spaces for the use of couriers, security police, and official visitors from other buildings or agencies. These are operational requirements and are appropriately provided at Agency expense.

8. Since most of the questions raised in the petition concern the lease of Key Building space, the following is offered as clarification. The Agency does not directly lease space from CESC but does so through GSA. GSA, being the official U.S. Government housekeeper and landlord, negotiates the lease with the Lessor. The terms of the lease are available in the GSA Rosslyn Field Office Building Manager's office, Room 126, Architect Building, Wilson Boulevard, Arlington, Virginia; however, some of the more important provisions are cited. The present lease for the Key Building was negotiated for a period from 1 January 1975 to 31 December 1980 for 5 years at a price of \$5.49 per square foot as compared to \$4.07 per square foot under the earlier lease. That rate covers the rental of all office and special-purpose space occupied by the Agency, plus such items as janitor service, water, air conditioning, etc. It excludes heat and electricity which GSA provides for separately. Thirteen official parking spaces for official vehicles and visitors, at a rate of \$28 per month, are also included in the lease.

-7-

9. Finally, the question has been raised in the petition regarding the terms of the contract between CESC and the private (corporate) occupants of the building. This, of course, is private information and not under the purview of the Freedom of Information Act.